

# EXHIBIT 2

**AFFIDAVIT OF AARON ALFARO**

STATE OF MICHIGAN     )  
  ) SS  
COUNTY OF Macomb )

I, Aaron Alfaro after being first duly sworn, make the following statements under oath:

1. I serve as the personal spokesperson for Jermaine Franklin Jr., and the Chief Communications Officer, and Chief Operations Officer for Jermaine Franklin Jr., Inc.
2. On or about June 10, 2021, shortly after Jermaine Franklin, Jr. ("Franklin") filed a chapter 7 bankruptcy, Franklin and I had a conference call with Dmitriy Salita ("Salita"), the President of Salita Promotions Corp. ("SP").
3. Franklin explained he was in deep debt and not fighting Stephen Shaw in April 2021 because he tested positive for COVID put him further in a financial hole. Franklin explained that bankruptcy was his only option.
4. Franklin told Salita he included the \$10,000 advance Salita made to him in early March 2021 for the Stephen Shaw fight, but the October 2018 Promotional Agreement ("2018 PA") was not included in his bankruptcy schedule.
5. Salita's response was "something sounds fishy" and then threatened to sue Franklin if he included the 2018 PA in the bankruptcy. Salita also said he had seen boxers try to file bankruptcy but it "don't work".
6. From that point forward, Salita called me saying that a fight between Dillian Whyte ("Whyte") and Franklin was a 100% guaranteed, and Franklin was stupid or foolish if he didn't accept the fight.
7. On Monday June 21, 2021, Salita text me to say the Whyte fight was August 28, 2021.
8. On June 24, 2021, Salita sent me the Whyte Bout Agreement and wanted Franklin to sign the agreement. The agreement included SP being repaid the \$10,000 advance made to Franklin in March 2021 for the Stephen Shaw fight.
9. I had several conversations with Salita who said the Whyte fight was guaranteed, and Franklin needed to make a decision quickly if he wanted the Whyte fight. I told Salita that I needed to talk to Franklin about the offer.
10. I learned from Franklin's mother, trainer and personal attorney that Salita had called them too trying to convince Franklin to accept the Whyte fight.

11. On June 28, 2021, Franklin told me that Salita including the \$10,000 advance from the Stephen Shaw fight as a repayment term in the Whyte Bout Agreement caused his bankruptcy attorney to include the 2018 PA in the bankruptcy.
12. On Saturday, July 3, 2021, Salita text me that “they (Matchroom the promoter) called and are ready to announce Whyte fight.”
13. On Monday, July 5, 2021, Salita text saying “All Bankruptcy lawyers” agreed to bout agreement and the fight. I learned this was totally false. This was Salita’s attempt to have Franklin quickly sign the bout agreement and new promotional agreement.
14. Salita kept pressuring Franklin to sign and sent me a text that states “July 6 was deadline for Whyte fight to sign the agreement and accept the fight.”
15. On July 7, 2021, Salita sent me a text message that the fight was hanging by a thread!
16. Salita then informed me that the fight date was changed to September 18, 2021, and everything was waiting on just Jermaine’s (Franklin’s) signature.
17. On Friday, July 16, 2021, Salita text me “Eddie asked about the VADA and Tuesday deadline,” in reference to Eddie Hearn, CEO of Matchroom.
18. Between July 30, 2021 - August 6, 2021, I was a part of negotiations for a new promotional agreement and discussions of a “gentlemen’s agreement” that would allow Franklin to co-promote his own fights and have more control of his career.
19. On August 2, 2021, Salita text me saying there would be no fight with Whyte because Franklin wanted more money and wanted to include the “gentlemen’s agreement” in the new promotional agreement.
20. On August 6, 2021, Franklin agreed to sign the August 6, 2021, promotional agreement (“2021 PA”), and the Dillian Whyte Bout Agreement because Salita told me and Franklin that everyone has signed, meaning Whyte and Matchroom, and only Franklin’s signature was needed for the fight on September 18, 2021. Salita also agreed to let Franklin co-promote his fights going forward as part of a “gentlemen’s agreement,” we just needed to work the details out. To date that has not happen.
21. On August 7, 2021, I spoke with Salita and told him that Jermaine (Franklin) was ready to go to the Florida training camp in five days to begin preparing for the September 18<sup>th</sup> match.
22. On August 11, 2021, Salita told me the fight date was being moved and the fight was going to take place in the UK.



23. From August 16 – 23, 2021, there were texts with Salita asking for finalization on the training camp in Florida and the team wanted to leave. Salita said to hold on while he was checking on the fight.
24. The more I asked about the Whyte fight and telling Salita that Franklin was ready to break for training camp, the more Salita kept pushing me off.
25. On or around August 30, 2021, Salita asked me to have Franklin make “noise” about the fight on social media.
26. September 3, 2021, Salita’s position on Franklin having the Whyte fight changed. He was now saying “Jermaine was in the running for the Whyte fight,” and I questioned him what happened to the guaranteed fight. Salita never answered those questions, but said “Eddie was not returning my calls,” in reference to Eddie Hearn, CEO of Matchroom. I found this hard to believe because media outlets were reporting Salita was in talks with Matchroom for Salita’s other fighter Otto Wallin to fight Whyte.
27. Around September 12, 2021, I learned from a news source of an announcement that Dillian Whyte would fight Otto Wallin, on October 30, 2021. Wallin is another heavyweight fighter that is promoted by SP.
28. Through the remainder of September 2021, we waited on an explanation from Salita about how Franklin lost the Whyte fight to Wallin, no answers came from Salita.
29. On September 30, 2021, I received a call from Franklin’s attorney saying that she received a proposed amendment to the 2021 PA agreement that SP wanted Franklin to sign.
30. I discussed the amendment with Franklin, who was very angry and hurt and said he was not signing the amendment because he wanted answers from Salita about the Whyte fight.
31. On October 18, 2021, I was told that SP’s attorney sent a letter saying that because neither me or Franklin would talk to Salita that Franklin was violating the communication provision in the 2021 PA, and told to call and talk to Salita, and I did.
32. I called Salita that very day and asked what was up. Salita mentioned the amendment, said he was working on some fights for Franklin, and that he had talked to Franklin’s trainer about 2 tune up fights for Franklin to prepare him for a cross-over fight.
33. I told Salita that I would talk to Franklin about the tune-up fights, asked for the potential opponents’ names, and told Salita the amendment was a legal issue for Franklin and his attorney.

34. In mid-November 2021, I learned Salita gave Franklin's former manager a statement that was being used against Franklin to try and dismiss the bankruptcy. The statement mentioned the potential fights Salita was trying to get for Franklin. I communicated to Salita and asked why he did this, and he said because the bankruptcy judge required him.
35. Franklin's attorney confirmed that was a lie because the bankruptcy judge didn't ask for it, but Salita gave it voluntarily on his own. Salita didn't even tell Franklin or his team that Franklin's former manager made the request.
36. From November – December 2021, Franklin told me that he wanted to meet Salita face-to-face to discuss what Salita had done.
37. On January 5, 2022, Salita, Franklin and I had a zoom meeting, and Salita was asked questions about the Whyte fight that he said was 100% guaranteed. Salita's response was that "Eddie played me" in reference to Eddie Hearn, CEO of Mathroom.
38. Franklin told Salita he was tired of his lies; he made him look like a fool with social media posts to Whyte when Salita knew he didn't have the fight. Franklin was incensed that Salita gave the statement to his former manager to use against him in his bankruptcy and asked why Salita did that and why was he talking to his former manager about Franklin's business.
39. In this zoom meeting Salita said to Franklin and I to present a proposal for a new promotional agreement that would include co-promotion of Franklin's fights, more money, a separate pay per view split, and other things. Salita said he would work on the tune-up fight.
40. From January – May 2022, myself, Franklin, Salita, and the attorneys were involved in negotiations for a new promotional agreement and co-promotion agreement for Franklin as promised. This included more talks and Franklin's lawyers submitting a framework for the co-promotion agreement, but Salita went silent.
41. On April 20, 2022, Salita informed me that Franklin's tune-fight was an eight (8) round fight on May 7, 2021, with Rodney Moore in Indiana.
42. On May 1, 2022, Salita refused to provide Franklin a \$10,000.00 advance and \$5,000.00 for training expenses that was promised unless Franklin signed a new promotional agreement, on Salita's terms.
43. I reminded Salita of his promises, and that Franklin signing a new promotional agreement was never a part of the tune-up fight deal. After back and forth and relaying messages from Franklin to Salita, Salita finally agreed to pay the \$5,000 training expenses, and provide the \$10,000.00 advance.



44. On May 2, 2022, Salita changed his mind and said he wouldn't pay the \$10,000.00 advance unless Franklin signed the new promotional agreement, and the advance would be included in the new promotional agreement.
45. Again, there were two days of back and forth calls and text messages before Salita agreed to the \$10,000.00, that was put in separate agreement on May 5, 2022, but Salita did not agree with Franklin's proposed changes for the new promotional agreement or the co-promotion agreement that we had been negotiating since January 8, 2022.
46. For several months after the May 7<sup>th</sup> tune-up fight, Salita did not offer Franklin any legitimate fights, and the new promotional agreement and co-promotional agreement had stalled.
47. On September 28, 2022, I attended a bankruptcy hearing because there were concerns that Salita and Franklin's former manager, both creditors in Franklin's bankruptcy, were keeping Franklin out of the ring, and financially broke. That evening Salita texted me asking me to inform Franklin's bankruptcy attorney that he was talking about a fight offer with promoter, Matchroom Boxing Limited.
48. On Wednesday, September 29, 2022, Salita, Dean Caslake ("Caslake"), Franklin's co-manager, and I had a zoom meeting about Franklin fighting Dillian Whyte in November 2022.
49. Salita stated that he had not heard from Eddie Hearn (a reference to the CEO of Matchroom) on the fight and if he didn't hear anything by the next Thursday, he would consider that the fight was off. Caslake asked if he could reach out to his contacts at Matchroom to see if he could help with the offer, and Salita said sure "seeing that Hearn was not returning his calls."
50. On Friday, September 30, 2022, Caslake communicated to me that he had gotten Matchroom to increase Franklin's purse amount and a sizeable advance for training camp.
51. At 6:00 p.m. on the evening of September 30<sup>th</sup>, I received a call from Salita with details of the Whyte vs. Franklin. Salita stated his cut or fee was 30% of the amount in the provision of service agreement with Matchroom and additional expenses Salita incurred paying his bankruptcy attorney for Franklin's "foolish bankruptcy" filing, and the \$30,000 - \$40,000 in expenses Salita said was spent for Franklin's tune-up fight in May, plus advances Salita made for the Stephen Shaw fight in 2021, and the advance for the recent tune-up fight.
52. I argued with Salita that this was not fair because he knew Franklin was still in bankruptcy and that Salita or SP were even the promoter or co-promoter and did not have any expenses because Matchroom was paying for everything, plus there was nothing in the 2021 PA that even dealt with this type of situation.

53. Salita's response was that he could take 50% or 70% or whatever he wanted over the minimum that was in the 2021 PA, and that Franklin needed to take his offer or he won't fight.
54. On October 1, 2022, Salita, Caslake, and I had another call to discuss the fight and Salita's high fee, which had increased to 35%-38% of the total amount on the provision of service agreement. There was no reasoning with Salita, and he again said this was "take it or leave it" and if Franklin wanted to explain to the bankruptcy judge why he turned down this fight to go right ahead.
55. Franklin signed the Whyte Bout Agreement on October 15, 2022, and left for training camp in London, England.
56. On November 13, 2022, I called Franklin in the evening to make sure he and his team made it to a new training camp location and Airbnb. During this conversation Franklin said "Dmitriy talk too much" in reference to Salita. Franklin explained that on the drive to the Airbnb his head trainer Jessie Addison said Salita talked to him about the camp, asked how it was going, and said Franklin could have trained at his Florida training camp, because he got a \$40,000 training advance.
57. During the week of November 21, 2022, Salita's lies about the guaranteed Whyte fight on September 18, 2021 or October 30, 2021 caught up to him when Dillian Whyte himself, during an interview, said that he was never was going to fight Franklin in 2021 because Franklin was not even on his radar.
58. After that Whyte interview, Salita wanted me and Franklin to meet with him and Eddie Hearn, CEO of Matchroom. I told Salita this was inappropriate because Franklin needed to focus on the upcoming fight, so I told him no, and said "You promised Jermaine that fight and it didn't happen, and you used the fight to get Jermaine to sign the 2021 PA based on your 100% promise that everyone had signed and all that was needed was Jermaine's signature."
59. The week of January 15, 2023, I had phone conversations that were suggested by the attorneys to resolve several issues concerning Salita's "take or leave it" approach, Salita's high percentage fee when he had no expenses and was not the promoter; and to discuss Salita breaching the confidentiality provision in the bout agreement.
60. Concerning the confidentiality breach, first Salita said he don't recall mentioning the purse or training camp money to Franklin's trainer or fitness trainer. Then he said, "what is the big deal they are a part of your team". I told him the confidentiality provision didn't apply to them and "if we told them how much money you demanded from Jermaine for the Whyte fight you would have sued us."

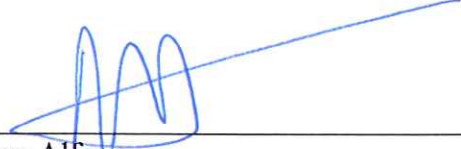


61. During the same phone call, Salita said "if we felt he breached then take him to court and Franklin can be out the ring again and not making no money. Salita said, "I have the best lawyers."
62. Salita refused to take responsibility for the breach and refused to give me his ideas or thoughts on a co-promotion agreement, which was another reason for the call.
63. On February 1, 2023, Salita sent Franklin's Team the Bout Agreement for the Joshua fight. After two days Salita is asking for a signed agreement back. Additionally, Salita never asked us what we needed for this fight regarding travel, tickets, rooming etc., but in typical fashion he presents something at the last minute and expects Franklin to just sign it without any negotiations.
64. On February 8, 2023, in London, Salita aggressively pursued me regarding what he felt was Team Franklin's treating him with disrespect because we did not give him credit for all he has done for Jermaine. I told Salita on several occasions before this day that we thanked him for giving Jermaine his first TV fights in 2019 but he has failed to listen and respect Jermaine's wants.
65. I told Salita to name one thing that Jermaine wanted in the new 2021 PA that he got. He said he gave us extra flights and rooms. I told him no that was not true because the only way we received those "extra" flight and rooms is because Jermaine downgraded his first-class ticket. Jermaine has done that on every fight he had with Salita.
66. Salita was told that this take it or leave it negotiation can not go on. He quickly changed the subject and said we needed to thank him and if we were not happy to go to court.
67. Salita called me in late February 2023 about an interview he heard Jermaine did on social media. He was very upset about when the interviewer asked Jermaine "what do you think of your promoter Salita? Jermaine said, no comment. Salita told me that was disrespectful. I told Salita again that Jermaine was not happy with how Salita has been treating him and how he has lied to Jermaine on several important matters.
68. Salita refused to keep Franklin and his team up to date on the negotiations with Matchroom for the Anthony Joshua Fight, even though I told Salita before he started the negotiations that Jermaine wanted 7-8 flights and 6-7 rooms. When Salita was unable to fulfill Jermaine's needs, he said he was only required to provide the minimums agreed to in the 2021 PA, but not the training camp advance.
69. Franklin has paid all the things associated with the camp from his purse and has paid for from the Whyte and Joshua fight all the financials cost, all the scheduling of the flights, rooms, doctor visits, sparring partners, training facilities, gyms, air bnb, housing, food, medicals, and equipment needs. Salita haven't done one of the above items as well as Team Franklin handled all matters with both fights.



70. Salita refused to give Team Franklin 5k for training expenses. This was agreed upon before Jermaine signed the 2021 PA. This fee was needed for the Whyte and Joshua fights but was denied by Salita said he was not the promoter and "we got an advance from Matchroom" and that should be enough.

Further deponent saith not.

  
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Aaron Alfaro

Subscribed and Sworn before me  
This 22<sup>nd</sup> day of March 2023

  
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Notary Public

My Commission Expires on 11-14-2027.

Notary Public, Macomb County, Michigan

Anamarie Vuljaj  
Notary Public State of Michigan  
County of Macomb  
My Commission expires Nov 14, 2027  
Acting in the county of Macomb